



Request for Proposal

Oakland Schools Video Surveillance Systems

RFP #13.0019

Issue Date: Tuesday, 02/05/2012

Proposal Due Date: Tuesday, 02/19/2012

Contracting Officer: Anna Marie Andrew, CPPB, C.P.M., A.P.P.

REQUEST FOR PROPOSAL

Oakland Schools Video Surveillance Systems

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SECTION I: REQUEST FOR PROPOSAL PURPOSE AND SCHEDULE

1. PURPOSE:

Oakland Schools (OS) consists of the Administration Building, four (4) Technical Campuses and two (2) additional locations, Summit and JobLink. This proposal includes providing OS with a new enterprise class video surveillance system (VSS) at the Administration Building, one (1) Technical Campus as well as provide a VSS at the Royal Oak High School.

OS has an existing standalone VSS at its Northeast Campus. Include as an alternate the cost to integrate the existing system into your proposed VSS to provide OS with centralized management and storage of all of its camera systems both new and existing.

The VSS, including the video storage equipment, for OS and Royal Oak shall be centrally located and managed at the Oakland Schools Administration Building, 2111 Pontiac Lake Road, Waterford, MI by OS personnel.

As part of your proposal, OS is seeking unit pricing valid for 18 months with which other Oakland County schools could purchase a VSS for their own building(s).

2. BACKGROUND INFORMATION:

Oakland Schools is one of 57 intermediate school districts (ISD) in Michigan. As an ISD, we are a regional service provider to the local public school districts located in Oakland County, Michigan. Oakland Schools is an autonomous, tax-supported public school district governed by Michigan General School Laws. In addition, Oakland Schools operates four NCA Accredited regional technical campuses with an enrollment of more than 2,500 students who attend half-day sessions (morning and afternoon sessions are offered) at campuses located in Clarkston, Pontiac, Royal Oak, and Wixom.

3. REQUEST FOR PROPOSAL SCHEDULE:

02/05/2013	RFP Release date
02/12/2013, 2:00 p.m.	Bidder's Conference
02/14/2013, 2:00 p.m.	Deadline to submit clarifying questions
02/15/2013	Responses to questions to be posted
02/19/2013, 10:00 a.m.	Proposals due date
02/25-2/28/2013	Tentative interviews/presentations
03/25/2013	Board approval
03/26/2013	Contract award date



SECTION II: INSTRUCTIONS TO BIDDERS

1. PROPOSALS

The Board of Education of Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328 is accepting proposals for Oakland Schools in accordance with the attached specifications. All proposals shall be received no later than February 19, 2013, 10:00 a.m., local time as established by the U.S. Atomic Digital clock (<http://nist.time.gov>). It is the sole responsibility of the bidder to ensure their proposal reaches Oakland Schools on or before the closing date and hour as indicated. Late proposals will NOT be accepted.

One (1) original and two (2) copies shall be submitted via hand delivery or express mail in a sealed envelope to the address listed below. Electronic submission will not be accepted.

Oakland Schools
Front Desk Receptionist – 13-0013 Video Surveillance System
2111 Pontiac Lake Road
Waterford, MI 48328

2. BUILDING CLOSURE

In the event the submittal of additional paper documentation is required to be delivered to Oakland Schools, if the District, and/or district building, is closed due unforeseen circumstances on the day proposals are due, proposals will be due at the same time on the next day that the District and/or district building is open.

3. RFP CLARIFICATIONS

Any and all clarification questions pertaining to this RFP must be submitted in writing via email to purchasing@oakland.k12.mi.us and will be answered and posted to <http://mitn.info> so all bidders are notified. Bidders who do not comply may be disqualified from the bidding process. It is the bidder's responsibility to check for any changes, posted questions and answers, and/or addenda to this solicitation. Bidders are responsible for checking this website prior to proposal submission. *Failure to acknowledge all addenda may result in rejection of your proposal as being non-responsive.*

4. COMMUNICATION WITH OAKLAND SCHOOLS' STAFF

Any and all communication shall go through the Contracting Officer. If a bidder works with Oakland Schools on other projects and must communicate with an individual that is serving on the evaluation team of this RFP, the bidder must contact the Contracting Officer for approval. Failure to comply with this may be grounds for disqualification.

5. EXCEPTIONS

Proposals must meet or exceed all specifications herein. Any and all deviations from specifications must be clearly detailed on Section X, Exception to Specification Form; otherwise, it will be considered that items offered are in strict compliance with the specifications, and the successful vendor will be held responsible thereof.

6. VOLUNTARY ALTERNATES

Base proposals are requested in accordance with the detailed specifications. Voluntary alternates, which in the vendor's judgment will result in an equally satisfactory job, that meets the specifications are allowed but ONLY if the bidder has submitted a Base proposal. Such alternates are to be described in detail along with the respective pricing to permit proper evaluation.

7. WITHDRAWAL OF PROPOSALS

Any vendor may withdraw their proposal at any time prior to the opening of proposals. All proposals shall remain firm for acceptance for a period of 180 (one hundred eighty) days beyond the proposal opening. The awarded vendor shall honor the proposal pricing for a period of one hundred eighty (180) days.

8. PROPOSAL FORMS

The vendor must utilize proposal forms, or exact facsimiles, as supplied in the proposal document.

9. EXECUTIVE SUMMARY

Proposals must include an executive summary, not to exceed two (2) pages in length providing an overview of the proposed system and any information the bidder wishes to bring to the attention of Oakland Schools.

10. BIDDER QUESTIONS

Each bidder is required to respond to the questions where specified. If you would like to attach documentation to support your other answers, please do so. Responses should be concise and stand on their own. The quality of the response to the RFP will be viewed as an example of the vendor's capabilities.

11. PROPOSAL COSTS

Oakland Schools shall not be responsible for any cost or expense the bidder incurs during the preparation or award of this proposal.

12. PROPOSAL ACCEPTANCE/REJECTION

The Board of Education reserves the right to accept any item in the proposal; to accept or reject any or all proposals; to waive any informalities herein; or for reasons of establishing uniformity, to award the contract to other than the lowest bidder in the sole discretion of the district.

13. INTEREST

No member of Oakland Schools Board of Education, City, State or any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work, services or any portion of the profits thereof to which it relates.

14. BIDDER'S RESPONSIBILITY

The submission of a proposal will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials or equipment required and a representation that the bidder can furnish the item(s) in complete compliance with the general terms and conditions, specifications and any special provisions.

15. GIFTS, GRATUITIES OR KICKBACKS

Acceptance and the offering of gifts, gratuities or kickbacks from Bidders or the Contractor to District employees and their family members or the members of the Board of Education are prohibited.

16. VERBAL REPRESENTATIONS

Proposals must contain in writing all the terms and conditions of the offer being made. Verbal representations made before or after proposals are submitted will not be considered unless they are made in answer to questions asked by the District or its representatives and are followed up in writing.

17. SOLE BIDDER

If only one proposal is received in response to the RFP, a detailed cost proposal, if requested by Oakland Schools, will be required of the single bidder. A cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable.

18. BIDDER INTERVIEWS AND DEMONSTRATIONS

Oakland Schools may, at its option, elect to conduct interviews and/or demonstrations with selected bidders, or request to visit the bidder's site for bidders that are under active consideration. Oakland Schools is not required to hold such presentations and is not obligated to provide all bidders with such an opportunity.

19. MISREPRESENTATIONS

If it is discovered, prior to an award, that a proposal contains false, misleading, or otherwise inaccurate information, the proposal will immediately be disqualified. If it is discovered, after a contract has been



executed, that the contractor had provided false, misleading, or otherwise inaccurate information, the contract may be terminated.

20. OPEN PROCUREMENT

Oakland Schools reserves the right to accept any item or group of items proposed in any response. Oakland Schools reserves the right to purchase more or less of each item or service at the unit price offered in the bidder's response and will discuss such decisions with all parties involved. Oakland Schools reserves the right to negotiate with vendors regarding variations to the original proposal(s), which may be in the best interest of Oakland Schools.

In the event that the vendor markets materials, products, and/or services that is newer, less expensive, or better suited to the needs of Oakland Schools after the date of the contract pursuant to this proposal document, Oakland Schools shall have the right to cancel any portion of the service under that contract and be granted a credit towards the purchase price of any such newer materials, products, and/or services, as herein specified. The vendor shall provide Oakland Schools with timely notice of the availability of such newer materials, products, and/or services.

21. NOTIFICATION OF AWARD

Once approved by the Board of Education, Oakland Schools will publish the award on <http://mitn.info>. Oakland Schools may elect to notify the recommended bidder prior to the Board award date, as required.

22. BIDDER DEBRIEFING

Upon request, a debriefing conference will be scheduled with an unsuccessful bidder. The Contracting Officer must receive the request for a debriefing conference within five (5) business days after the announcement of successful bidder. The debriefing must be held within five (5) business days of the request. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour. Discussion at the debriefing conference will be limited to the following:

- a. Evaluation and scoring of the bidder's proposal.
- b. Critique of the bidder's proposal.
- c. Review of the bidder's final score in comparison with other bidder's final scores without identifying the bidders.

23. SERVICE OF PROTEST

Protests, in accordance Office of Procurement and Contracting Acquisition Regulation (OPCAR) Part 11, may be served by an actual or prospective bidder, offeror, or contractor who may be aggrieved in connection with this solicitation or award of any contract resulting from this solicitation to the Contracting Officer. Any protest shall be submitted in writing within seven (7) business days after such aggrieved person knows or should have known of the facts giving rise thereto.

Protests shall be in writing, concisely and logically presented in order to facilitate review. Failure of the protester to substantially comply with any of the requirements of this provision shall be grounds for dismissal of the protest.

- a. Protests shall include the following information:
 - i. Name, address, fax and telephone numbers, and e-mail address (as applicable) of the protester.
 - ii. Solicitation or contract number.
 - iii. Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
 - iv. Copies of all relevant documents.
 - v. Request for a ruling by the Contracting Officer. If the Contracting Officer's ruling is not satisfactory, the contractor may proceed in accordance with (a)(vi)
 - vi. Statement as to the form of relief requested.



- vii. All information establishing that the protester is an interested party for the purpose of filing a protest. An interested party is defined as an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
 - viii. All information establishing the timeliness of the protest.
- b. All protests will be addressed to the Contracting Officer of record, and sent via a certified or registered receipt mail system.
- c. A written decision regarding the protest shall be issued by the Contracting Officer within thirty (30) business days after the protest is filed. The business day in which the protest was received shall count as one (1) day.
- d. Appeals to the Contracting Officer's decision will be made using the following order of precedence, and shall be made within seven business days of receipt of the decision: Chief Contracting Officer; Deputy Head of the Contracting Agency (DHCA), Head of the Contracting Agency (HCA). Should an appeal reach the level of the HCA, that level's decision shall be final. (End of provision)



SECTION III: GENERAL TERMS & CONDITIONS

1. TAXES

Oakland Schools is exempt from paying Sales tax. Exemption certificates will be provided upon request.

2. DISPUTES

- a. Except as provided under any applicable State of Michigan statute, all disputes arising under or relating to this contract shall be resolved under this clause.
- b. "*Claim*," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money is not a claim until certified as required by subparagraph (ii) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- c. A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within six months after accrual of the claim, to the Contracting Officer for a written decision. A claim by the District against the Contractor shall be subject to a written decision by the Contracting Officer.
- d. The contractor shall provide the certification specified in subparagraph "ii" of this clause when submitting any claim which includes requests for funds (any amount).
 - i. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - ii. The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the District is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- e. The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- f. For Contractor claims at or below the State of Michigan bid limit, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over the State of Michigan bid limit, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- g. The Contracting Officer's decision shall be final unless the Contractor appeals to the Head of the Contracting Agency (HCA), the Deputy Head of the Contracting Agency (DHCA), or the Chief Contracting Officer (CCO), or files a suit as provided for in applicable Michigan statutes.
- h. If a claim by the Contractor is submitted to the Contracting Officer, or a claim by the District is presented to the Contractor, the parties agree first to attempt to resolve the dispute through alternative dispute resolution (ADR),
 - i. The parties agree not to discuss any dispute(s) with the press/media during the resolution process.
 - j. Interest will not be allowed, unless directed by applicable State law, or by a court of law.
- k. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.
- l. If the result of any claim is a monetary settlement, said settlement, regardless of amount, cannot be paid until approved by the Oakland Schools Board of Education.
- m. The HCA may unilaterally determine third party "binding arbitration" is appropriate. An arbitrator shall be appointed at the discretion of the agency, and contractor is responsible for paying up to ½ of all costs associated with the arbitration proceedings. Any decision rendered under third party arbitration shall be final.

3. TERMINATION FOR CONVENIENCE

The District may terminate performance of this contract in whole, or in part if the District determines that a termination is in the District's interest, with a 30 "calendar" day written notice. The Contractor, after receipt of a "Notice of Termination," shall stop work on the cancellation date specified in the notice.

The District will conduct an audit of the Contractor's costs to determine reasonable costs expended to date of cancellation, or the District may determine the contractor's cost based on the schedule of values or exact cost of any work performed. The contractor will not be reimbursed for any anticipated profit.

4. TERMINATION FOR CAUSE

If either party is in default under this contract, it shall have an opportunity to cure the default within 30 "calendar" days after it is given written notice of default by the other party, specifying the nature of the default. If the default is not cured within 30 days after notice of default has been given; the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder.

The District may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

5. OAKLAND SCHOOLS CONTRACTOR PAYMENT POLICY & PROCEDURES PAYMENT

Contractor(s) must submit invoices, by the last day of the month, to Oakland School, Accounts Payable, 2111 Pontiac Lake Rd., Waterford, MI 48328. Payment will be made within 30 days after receipt of an invoice for services rendered during the prior month, upon inspection, satisfactory performance of the contract, approval of Oakland Schools and after each phase of project completion.

6. EXPENSES

Under no circumstances will contractor be paid, or reimbursed, for any expenses for entertainment, alcohol or other similar personal expenses, or any other expenses which are illegal.

7. CONFIDENTIALITY

The vendor must ensure that suitable measures will be taken to assure the confidentiality of Oakland Schools and its member schools' data.

8. FREEDOM OF INFORMATION ACT

The proposals and supporting materials become the property of Oakland Schools and are subject to public access according to the Michigan Freedom of Information Act, MCL 15.231 et. Seq.

9. NEWS RELEASES

Contractors will at no time make any news or advertising releases pertaining to the proposal document for any purpose without the prior written approval of, and in coordination with, Oakland Schools.

10. EXECUTION OF CONTRACT

The contract entered into by the parties shall consist of all parts of this Request for Proposal including specifications, drawings, if any, including all modifications thereof, any addenda, any questions and corresponding answers, the proposal submitted by the vendor, the purchase order, all of which shall be referred to collectively as the Contract Documents. **The vendor shall submit all product and/or service warranties, and any maintenance or license agreements for all proposed equipment and services.**

11. IMMUNITIES

This Agreement shall not be construed to create any right or benefit for any person who is not a party to this Agreement. The relationship between the District and the Contractor is contractual. It is not intended in any way to create a legal agency, partnership, joint venture or employment relationship. The Contractor shall at all times maintain its independent status and both parties acknowledge that neither is an agent, partner, joint venture or employee of the other for any purpose.

Contractor shall be responsible for paying all applicable taxes and fees including but not limited to excise tax, federal and state and local income taxes, payroll and withholding taxes, unemployment taxes, and workers' compensation payments for its employees and shall indemnify and hold the District harmless for all claims arising under such taxes and fees.

12. SMOKING/ALCOHOL ON SCHOOL PREMISES

Smoking, the use of tobacco products or alcohol shall not be permitted on the school property at any time.

13. PROTECTION OF OAKLAND SCHOOLS' BUILDINGS, EQUIPMENT, AND VEGETATION

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on District. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the District as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

14. NONDISCRIMINATION

The Contractor hereby agrees to comply with all federal, state and municipal equal opportunity and nondiscrimination guidelines and regulations, and covenants that neither the bidder nor any subcontractors will discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of sex, race, color, national origin, religion, height, weight, marital status, sexual orientation (subject to limitations of applicable law), age, or disability in its programs, services, activities or employment. Failure on the part of the Contractor to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for Oakland Schools to revoke and otherwise terminate the contract and all obligations of the School District there under.

15. GUARANTEES BY THE CONTRACTOR

The Contractor guarantees: That all delivered material, equipment and/or service shall be as proposed. No substitutions will be accepted unless prior to delivery material/equipment has been inspected, found to be equal to the item(s) specified, and approved in writing by an Oakland Schools representative; that all materials, products and service offered is standard, new, latest, model of regular stock product or as required by the specifications type of equipment or furniture offered; also that no products/materials have been submitted or applied contrary to manufacturer's recommendations and standard practice.

16. INSURANCE REQUIREMENTS TO BE MET BY THE SUCCESSFUL VENDOR(S)

Contractor agrees, at its sole cost and expense, to purchase, prior to the commencement of services, and maintain the following insurance coverages in the minimum amounts indicated for the entire duration of the contract. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to Oakland Schools.

- a. Commercial General Liability Insurance with limits of one million dollars (\$1,000,000) aggregate and not less than one million dollars (\$1,000,000) per occurrence for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and products and completed operations coverage;



OaklandSchools

- b. Professional Liability Insurance (Errors & Omissions) of one million dollars (\$1,000,000) each occurrence;.
- c. Workers' Compensation including Employer's Liability Coverage of one hundred thousand dollars (\$100,000) per occurrence for all employees engaged in services or operations under this Contract in accordance with state law;
- d. Automobile Liability with limits of one million dollars (\$1,000,000) each occurrence combined single limit of liability for bodily injury, death, and property damage, including owned and non-owned automobile coverages, as applicable.

To the extent that any insurance coverage required under this Paragraph is purchased on a "claims-made" basis, such insurance shall cover all prior acts of Contractor during the term of this Contract, and such insurance shall be continuously maintained until at least three (3) years beyond the expiration or termination of this Contract.

The required coverage as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance Notice of Cancellation, Non-Renewal, Reduction and/or Material change shall be sent to: Office of Procurement & Contracting, Oakland Schools, 2111 Pontiac Lake Road, Waterford, Michigan 48328. If such insurance is not in force, Oakland Schools may, at its option, terminate and cancel the contract.

17. SEVERABILITY

If one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

18. OSHA/MIOSHA

The Contractor shall abide by all OSHA/MIOSHA Local, State, Federal and Owner's Safety Requirements.

19. ELECTRICAL POWER TOOL AND EQUIPMENT

All electrical power tools and equipment must meet or exceed the requirements of Underwriters Laboratory (U.L.). Each piece must have the U.L. label affixed in a conspicuous place.

20. OAKLAND SCHOOLS RIGHT TO COMPLETE

In the event the Contractor shall fail, neglect, or refuse to perform any and all services under this Contract, Oakland Schools may perform or hire another contractor for such duties under the Contract and charge the Contractor, or deduct the difference in cost from subsequent payments.

21. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, or dispose of the Contract or any part thereof without the written consent of Oakland Schools.

22. GENERAL INDEMNIFICATION AND HOLD HARMLESS:

Contractor agrees to indemnify, defend and hold harmless Oakland Schools, its Board of Education, in their official and individual capacities, employees, agents, contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i) negligent act or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (ii) any breach of the terms of this Contract by Contractor; or (iii) any breach of any representation or warranty by Contractor under this Contract. Oakland Schools agrees to notify Contractor by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Contract.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor warrants that its performance of the Services under this Contract does not infringe on or violate any copyright patent, trade secret or other property interest of a third party. The Contractor shall obtain written permission to use any materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format, attributed to another (whether copyrighted or not) and proof of such written permission shall be submitted to Oakland Schools with the work product of another proposed to be used by the Contractor. Contractor agrees to indemnify, defend and hold harmless Oakland Schools, its Board of Education, in their official and individual capacities, employees, agents, contractors, successors and assignees, from and against any and all liabilities, damages, costs and expenses, including reasonable attorney fees, incurred in connection with any claim or suit brought against Oakland Schools arising from any claims of violation of any copyright, patent or trade secret by any third party resulting from Contractor's or Oakland Schools' use of any equipment, software, technology, documentation and/or any other materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format provided by Contractor under this Contract; provided that Contractor is notified in writing within thirty (30) days from the date the District knew of such claim. Oakland Schools retains the right to offset against any amounts owed Contractor hereunder or any such monies expended by Oakland Schools in defending itself against such claims.

24. MICHIGAN RIGHT TO KNOW/HAZARDOUS MATERIAL LAW

It is the Contractor's responsibility to comply with the Michigan Right to Know/ Hazardous Material Law. All cleaning material containers must be properly labeled. The Contractor is to provide Oakland Schools with the following information:

- a. Material Safety Data Sheets (MSDS) on all chemicals your company provides and uses in an Oakland Schools building.
- b. An inventory of the types of chemicals used their purpose, and their location in the building.

25. PRODUCT ACCEPTANCE

Oakland Schools reserves the right to require a final acceptance test by its own agents or consultants to ensure that each product provided functions as specified in the proposal document. All equipment will remain the property and responsibility of the vendor(s) until acceptance. Only at that time will Oakland Schools assume responsibility for the possession of the equipment or any part thereof. The warranty period shall start upon product acceptance.

When installation/implementation has been completed, the successful bidder shall clean up all debris and rubbish resulting from his work from time to time as required or as directed. Upon completion of the installation/ implementation, the premises shall be left in a neat, unobstructed condition.

26. GOVERNING LAW

This Contract has been executed in the state of Michigan and shall be governed by and construed under the laws of the state of Michigan. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of the competent jurisdiction in Oakland County, Michigan.

27. CONFLICT OF INTEREST

Oakland Schools will not enter into a contract to furnish materials or services to Oakland Schools where a board member, administrator, building administrator, or employee involved in the contracting process has a substantial interest in the proposed contract except as provided in MCL 380.634(5) of the Revised School Code. A "substantial conflict of interest" means a conflict of interest on the part of an intermediate school board member or intermediate school district administrator in respect to a contract with the intermediate school district that is of such substance as to induce action on his or her part to promote the contract for his or her own benefit. Disclosure of all such interests must be made. Every contract entered into by Oakland Schools shall contain a provision to the effect that if subsequent to entering into the contract an Oakland Schools Board member, administrator, building administrator or employee involved in the



contracting process shall develop a substantial interest in the contract, Oakland Schools shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after Oakland Schools provides notice of the disqualifying interest.

28. MICHIGAN SCHOOL SAFETY LEGISLATION

The Contractor understands this Agreement is subject to 2006 PA 680 and as such the Contractor, its employees and subcontractors of any degree, must present themselves for fingerprinting upon execution of this Agreement so that Oakland Schools is able to request from the Criminal Records Division of the Department of State Police (1) a criminal history check and (2) a criminal records check through the Federal Bureau of Investigation and receive from the Department of State Police reports concerning the same. The Contractor shall pay the cost of each criminal check performed related to this Agreement. Neither the Contractor nor subcontractor thereof of any degree shall assign any individual, and Oakland Schools shall not allow any individual, to regularly and continuously work under contract in any of its schools or in the schools of a constituent district that is being served by the Contractor pursuant to this Agreement if the reports on an individual's criminal history or criminal records check have not been received or if those checks would disclose or do disclose that individual has been convicted of a "listed offense" as that term is defined in Section 2 of the Sex Offenders Registration Act, 1994 PA 295, as amended, or which disclose that individual has been convicted of a felony other than a "listed offense" unless the Superintendent and the Board of Oakland Schools each specifically approve of the work assignment in writing.

Any personnel of the Contractor or of the subcontractors thereof of any degree that have been charged with any of the referenced crimes referenced in 2006 PA 680 shall immediately report that circumstance to Oakland Schools superintendent and shall not be permitted to work in any of the Districts schools or schools of the constituent districts served pursuant to this Contract during the pendency of the prosecution associated with such charge(s). Oakland Schools reserves the right to refuse Contractor's assignment of any individual, agent or employee of the Contractor or subcontracted personnel of any degree to render services under this Contract where the criminal history of that individual (including any pending charges) indicate, in Oakland School's judgment, unfitness to perform services under this Contract. Violation of the above by the Contractor or a subcontractor thereof shall be a basis for immediate termination of this Contract. The Contractor shall require language similar to the above in all of its agreements and/or contracts with its consultants, subcontractors, suppliers and materialmen of any degree.

In addition to this contract clause, the Contractor shall be obligated to undertake every necessary effort to assist Oakland Schools in complying with statutorily required criminal checks and reporting requirements concerning any employees in its employ and subcontractors of any degree. To the extent applicable law related to criminal checks and reporting requirements is amended, Contractor agrees that it shall fully abide by, comply with and assist Oakland Schools with its compliance with such amendments. To that end the parties shall meet and negotiate any changes necessary to bring this contractual provision into compliance with such anticipated future amendments.

29. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the District and the Contractor, and it supersedes any prior communications, representations, or agreements of any kind. This contract may not be modified except in writing signed by both parties.

SECTION IV: SPECIAL TERMS & CONDITIONS

1. **CONTRACT TERM**

This is a three (3) year fixed contract beginning on April 1, 2013 through March 31, 2016 with options to renew for an additional two (2) years in one (1) year increments.

2. **WARRANTY – Per Specifications**

3. **CONTRACT PRICING EXTENSION TO OTHER SCHOOL DISTRICTS**

If awarded, this proposal including pricing, specifications and terms & conditions shall be extended to all public, private and public school academies in Oakland County for the term of the Contract.

4. **SITE VISIT**

Offerors or bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

5. **AVAILABILITY OF FUNDS**

Bidder acknowledges that the award for services and/or products under this solicitation is contingent upon the availability of funds. Oakland Schools may, in its sole discretion, unilaterally rescind, terminate or modify a resulting contract at any time due to the non-availability of the funds. Oakland Schools shall provide Contractor with notice of a change in anticipated funding within a reasonable time after Oakland Schools receives such notice, if Oakland Schools intends to take unilateral action.



SECTION V: SPECIFICATIONS

1. OVERVIEW

See specification documents

2. EVALUATION CRITERIA

Oakland Schools may award a proposal to the most responsive vendor who best meets the following criteria:

1. Cameras
2. Software
3. Data Storage
4. Cost

Bidders may be selected for an additional evaluation from the bid responses. Selected bidders may be asked to provide a presentation of their software to a group of staff members for additional discussion.

Oakland Schools may award a proposal to the most responsive vendor who best meets the following (but not limited to) criteria:

- a. Compliance with RFP instructions: The proposal will be evaluated in compliance with the instructions set forth in Section II: Bidder's Instructions.
- b. Conformance of proposal to meet specifications: The proposal will be evaluated for conformance with specifications set forth in Section V: Specifications (Compliance form). Additional functionality included in your proposal but not identified in the RFP will be considered as well.
- c. Overall qualifications and capacity to perform: The proposal will be evaluated based on responses to the questions set forth in Section VI: Bidder Questions.
- d. Cost: The price proposal will be evaluated for compliance with Section VII: Pricing Submission instructions.



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SECTION VI: BIDDER SUBMISSIONS

The following shall be submitted with your proposal:

1. Pricing –To be submitted in a separate envelope labeled “Pricing Proposal” and delivered to with proposal to Oakland Schools
2. Section VI: Certification
3. Section VII: Bid Disclosure Statement – Familial Relationship
4. Section XI: Exception to Specification Form
5. Contractor Information Form
6. Completed W-9 Form



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SECTION VIII: CERTIFICATION

RFP 13-0019 Video Surveillance System

Contractor hereby certifies the following by checking yes or no by each item.

Yes No

- | | | |
|---|--------------------------|--------------------------|
| 1. That the Contractor has carefully examined the instructions and specifications and will furnish this material/product with such specifications for the price set forth in this proposal. | ☐ | ☐ |
| 2. All conditions noted in the proposal are understood and acknowledged. | ☐ | ☐ |
| 3. Contractor's terms as specified are true and correct. | ☐ | ☐ |
| 4. That the Contractor has carefully checked the enclosed figures and understands that they shall be responsible for any error or omission in the proposal offer. | ☐ | ☐ |
| 5. Respondents must attest in writing that they have sought answers to any questions they may have regarding the form or substance of this IFB, and that they waived any right to protest the selection process up to the point of selection of firms to be interviewed. | ☐ | ☐ |
| 6. This proposal contains the entire understanding of the parties and supersedes all prior understandings, agreements, or representations by or between the parties, whether oral or written, which in any way relate to the subject matter of this agreement. | ☐ | ☐ |
| 7. Execution of this contract constitutes a representation by the Contractor that to the best of the Contractor's knowledge no conflict of interest exists between the District representatives and the Contractor or its employees and agents. | ☐ | ☐ |
| 8. This proposal is made without any previous understanding or agreement with any other person, firm or corporation submitting a proposal for the same purpose and in all respects is fair and without collusion or fraud. The bidder certifies that it has not divulged, discussed or compared its proposal with other bidders and has not colluded with any other bidder or parties to a proposal whatsoever. | ☐ | ☐ |

As an awarded contract, the above bidder agrees to provide the scope of work in this Request for Proposal, including all terms and conditions, special provisions, specifications, addenda, questions and corresponding answers, and the bid as set forth in these Contract Documents. The parties intend for this to become part of the final and complete agreement between Oakland Schools and the Contractor.

_____ Name (Print)	_____ Title	_____ Signature	_____ Date
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ACCEPTANCE OF PROPOSAL: (To be completed by the contracting officer AFTER Board approval)
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This proposal for said services and/or solution is hereby selected and has been approved by the Board of Education at date indicated below. As an awarded Contractor, your firm is bound to provide the services and/or solution per the attached, including all terms, conditions, specifications, and addenda as set forth in the Request for Proposal. The parties intend this award to constitute the final and complete agreement between the Oakland Schools and Contractor, and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall bind any of the parties hereto unless agreed in writing.

_____ Name (Print)	_____ Title	_____ Signature	_____ Date
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Board of Education Approval: _____ Service Contract (SC) No: _____



(Return completed and notarized form with bid)

Further, the undersigned, the owner or authorized officer of _____ (the “Contractor”), pursuant to the Familial and Relationship Disclosure requirement provided in the Oakland Schools (the “School District”) Request for Proposal for **Video Surveillance System**, hereby represents and warrants that, except as provided below, no business or other relationship exists between any owner, officer, director or administrator of Contractor, or any employee of Contractor who is involved in this procurement and contracting process, and any board member, administrator or employee of Oakland Schools, or any family member of any board member, administrator or employee of Oakland School, including, but not limited to an employment, service, or other ownership or business relationship. As used herein, “family member” means a person’s spouse or spouse’s sibling or child; a person’s sibling or sibling’s spouse or child; a person’s child or child’s spouse; or a person’s parent or parent’s spouse, and includes these relationships as created by adoption or marriage. Contractor further warrants and agrees that if any such relationship is establish after submission of the Proposal/Bid or after entering into the contract with Oakland Schools, Contractor shall immediately disclose the type and nature of such relationship to Oakland Schools in writing.

<u>Owner/Employee Name</u>	<u>Related to:</u>	<u>Relationship</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

□ There is no familial relationship that exists between the owner, officer, director or administrator of Contractor, or any employee of Contractor who is involved in this procurement and contracting process, and any board member, administrator or employee of Oakland Schools, or any family member of any board member, administrator or employee of Oakland Schools.

Print Name	Signature of Bidder Representative	Title
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[illegible]

_____, _____ County, Michigan

My commission expires: ____/____/____ Acting in the County of: _____



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SECTION X : EXCEPTION TO SPECIFICATION FORM



SECTION XI: CONTRACTOR INFORMATION FORM

A. Company Name: _____

Address: _____ City: _____ State/Zip: _____

Phone: _____ Fax: _____ Website: _____

Contact Name: _____ Contact Title: _____

Contact Phone: _____ Contact Email: _____

B. Business Structure: Corporation () Partnership () Sole Proprietor ()

C. Number of years in business as the company named above _____

D. Largest single contract this company has held \$ _____ With whom? _____

E. Annual gross sales for last four (4) years:

2011 _____ 2010 _____ 2009 _____ 2008 _____

F. Acknowledgement of addenda #1 _____ #2 _____ #3 _____
Date Initials Date Initials Date Initials

G. Geographical area of operations for your firm _____

H. Provide business name, contact and telephone numbers of three (3) customers that have purchased products and/or services from your company in the past year, preferably school districts or intermediate school districts.

Business _____ Contact: _____ Telephone _____

Business _____ Contact: _____ Telephone _____

Business _____ Contact: _____ Telephone _____

Supplier Authorization

The undersigned certifies that the proposal submitted meets or exceeds, all the specifications, that all conditions noted here are acknowledged, and the firm prices and terms are specified by the bidder are true and accurate.

Signature of Vendor

Legal Name of the Firm

Print Name & Title

Date